IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 5971 of 2001
with
CIVIL APPLICATION NO. 7900 of 2001

For Approval and Signature:

Hon'ble MR.JUSTICE K.M.MEHTA

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : YES

2. To be referred to the Reporter or not? : YES

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

GUJARAT MAZDOOR PANCHAYAT

Versus

CONCILIATION OFFICER

Appearance:
1. Special Civil Application No. 5971 of 2001
MRS SANGEETA N PAHWA for Petitioner No. 1
NOTICE SERVED BY DS for Respondents No. 1,4
MS. NANDINI JOSHI, AGP, for Respondents No. 2-3
MR AKIL KURESHI for Respondent No. 5

CORAM : MR.JUSTICE K.M.MEHTA

Date of decision: 1/11/2001

C.A.V. JUDGEMENT

Gujarat Mazdoor Panchayat-petitioner has filed this petition challenging the action of respondent No. 1

Conciliation Officer, respondent No. 2 Deputy Labour Commissioner and respondent No. 3 Labour Commissioner, Gujarat State, Ahmedabad, in not proceeding further with the demand of considering the workers as regular employees of the respondent company Hindustan Coca Cola Beverages Pvt. Ltd. respondent No. 4 (hereinafter referred to as the respondent Company). The petitioner has also challenged the decision of the respondent company to retrench the services of the workers who are members of the petitioner union and whose names are mentioned at Annexure-A to the petition as being illegal, arbitrary, unreasonable and bad in the eye of law.

2. The facts giving rise to this petition are as under:

2.1 The petitioner is a union representing the cause of workers whose names are mentioned at Annexure-A in the present petition. The petitioner union states that the workers at Anneuxre-A are working under respondent No. 4 company since last so many years. The petitioner union alleged in the petition that the workers are doing the work of regular nature such as loading, unloading, dispatching, checking etc. in connection with the production made by the respondent company. It has been alleged that respondent No. 4 has appointed workers under the guise of contract labour system through the contractor, Lahar Associates, respondent No. 5 in the petition. It has been alleged in the petition that in the year 2000, the workers united and formed a union and thereafter raised a demand for considering the workers as regular workers of respondent No. 4 company. The said demand was made on or about 20.10.2000. A copy of the demand has been filed with the petition.

2.2 It has been further stated that the said demand is registered as Conciliation Case No. IDC/116/2000 before the Conciliation Officer. It has been also stated that the Conciliation Officer after conciliation has sent a failure report to respondent No. 3 but till date no further action is taken by respondent No. 3.

2.3 Thereafter, the petitioner has addressed several letters requesting respondent No. 3 to refer the dispute but respondent No. 3 has not taken any action in this behalf. It has been also alleged that respondent No. 1 had sent failure report to respondent No. 3 but the same should have been sent to respondent No. 2 for making a reference and therefore, because of administrative difficulties at their level, the reference is not made till date.

2.4 It has been further alleged that on one hand respondent Nos. 1 to 3 are not taking appropriate decision for making a reference to the appropriate forum and on the other hand respondent No. 4 company has taken a decision to retrench the workers mentioned at Annexure-A to this petition so as to avoid the demand raised by the petitioner union.

2.5 It is further stated that respondent Company has decided to cancel the contract given to respondent No. 5 and respondent No. 5 has retrenched 32 workers on 11.7.2001. It has been further alleged that workers at Annexure-A are workers of respondent No. 4 company but respondent No. 4 company in order to avoid the obligations of various labour laws, have kept the workers under the guise of contract labour system. It has been further stated that the workers since they have raised demand, are being retrenched and therefore the demand raised by the petitioner union will be frustrated.

3. The aforesaid petition was filed on 24.7.2001. When the matter reached hearing on 25.7.2001,, this court (Coram: R.R. Tripathi, J) passed the following order:

> "Leave to place notice dated 11.7.2001 as annexure. Notice as well as notice as to ad-interim relief returnable on 13.8.2001. In the meantime, ad-interim relief in terms of para 15B till then. D.S. is permitted."

3.1 Thereafter on behalf of respondent No. 5, an affidavit of Vikram Pitambardas Patel, dated 30.7.2001 was filed and ultimately it was stated that notice of retrenchment dated 11.7.2001 was tendered to all the concerned 32 workmen along with an individual cheque in favour of each one of them towards all legal dues on 11.7.2001 itself. The workmen refused to accept the said notice and the cheque towards their final settlement of dues. However, on 13.7.2001 the said notice along with individual cheque in favour of each workman was dispatched by registered post acknowledgement due and out of 32 workmen in question, 6 of them have already accepted and received the said registered A.D. letter and 25 workmen have refused to accept the registered A.D. letter. It has been stated that all the workmen have been given retrenchment notice and that they have received the same.

3.2 It may be stated that respondent No. 4 has filed Civil Application No. 7900 of 2001 before this court and

contended that respondent No. 1 (original petitioner) claiming to be union of employees named in Annexure-A to the petition who are employed by opponent No. 5 and deployed at the applicant company for carrying out the jobs. Opponent No. 1, Gujarat Mazdoor Panchayat, filed the present petition and sought directions against the applicant (original respondent No. 4) and opponent No. 5 not to change service conditions of employees named at Annexure-A to the petition. It has been stated that opponent No. 1 has misrepresented before this court inasmuch as in spite of the fact that the employees named at Annexure-A have been working at the applicant company under the opponent No. 5 contractor only for a period between 1 to 3 years that too intermittently, in the petition opponent No. 1-petitioner has mentioned that the employees are working since last 7 years. Therefore, the petitioner union-opponent No. 1 has misrepresented in this behalf and therefore interim relief was granted by this court. It has been stated that on merits of the matter respondent No. 4 has also filed an affidavit and on the basis of the same, ad-interim relief which has been granted earlier may be vacated.

3.3 The learned counsel for the petitioner Ms. Pahwa has relied on the judgement of the Constitution Bench in the case of STEEL AUTHORITY OF INDIA LTD. VS. NATIONAL UNION WATER FRONT WORKERS & ORS. reported in JT 2001(7) SC 268 in which on page 322 at sub-paragraph 6 of paragraph No. 121, the Hon'ble Supreme Court has held thus:-

> "If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the concerned establishment has been issued by the appropriate government, prohibiting employment of contract labourer in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labourer, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

3.4 She has also relied on the judgement of this

court in the case of SURAT (HAZIRA) KAMDAR KARMCHARI UNION VS. STATE OF GUJARAT reported in (1999) 40(2) GLR 1776 particularly para 10 of the judgement on page 1781 which reads as under:-

"As stated above, in the event any contractor is discontinued, the employees under that contract will be continued under the principal employer though under another contractor. There is, however, one more eventuality. In the event, the entire activity is not required by the principal employer, then the employees will continue to have a lien on their position under the principal employer. In Civil Application No. 11403 of 1997 in Special Civil Application No. 7431 of 1997, some such workmen were discontinued and the amounts due to them have been deposited in this court. They will have a liberty to withdraw those amounts. Mr. Master states that the work which has been discontinued has been given to another contractor who has engaged other employees. It will be open to the applicant-Union or the employees to make necessary application and to place it on record before the Board and, in the event the Board is satisfied with respect to that finally, in its report the Board will make necessary recommendations."

3.5 The learned counsel has also relied on the judgement of this court in F.C.I. WORKERS' UNION VS. F.C.I. reported in 2001(1) G.L.H. 90. In para 17 at page 102 the court after considering the judgement in the case of Surat (Hazira) Kamdar Karmachari Union (supra) observed as under:-

"I have considered the relevant observations made by this court as referred to above. In almost similar cases, wherein the Union has approached directly this court with a request to protect the interest of the worker under the contract labour in the event of change of contractor and on that occasion, this court has not examined the merits of the matter and has also not entered into the arena of disputed questions of fact and without entering into the merits of the matter and also without entering into the disputed questions of fact, this court has relegated the petitioner-Union to the alternative effective remedy by way of approaching the appropriate machinery under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 as

well as the Industrial Disputes Act, 1947. However, at the same time, this court has in all cases, protected the interest of the workers by directing not to terminate or transfer the contract labour concerned during the intervening period as well as during the pendency of the proceedings initiated by the petitioner-Union before the machinery under the Contract Labour (Regulation and Abolition) Act, 1970 as well as the Industrial Disputes Act, 1947."

3.5A The decision in the case of F.C.I. WORKERS' UNION VS. F.C.I. reported in 2000(1) G.L.H. 90 is confirmed in Letters Patent Appeal No. 447/2001 decided on 20.6.2001 by the Division Bench (Coram: M.R. Calla and N.G. Nandi, JJ). In para 2 of the judgement, the Division Bench has observed thus:-

"The other grievance which has been raised is that the direction has been given to incorporate appropriate conditions while entering into the contract with the new contractor so as to safeguard and protect the interest of the existing workers/employer. We do not find that such observations are unjust in any manner so as to warrant interference by this court. If due care is taken at the time of entering into new contract by the employer the grievance as has been raised that new contractor has his own employees would not rise and the new contractor will have to keep the existing workers. The direction given by the learned single judge in this regard is therefore found to be just and proper. In any view of the matter, we do not find that the directions which have been given for remand and reconsideration of the matter under Section 10 warrants any interference."

4. Ms. Joshi, learned A.G.P. appeared on behalf of respondent No. 1. She has stated that Deputy Labour Commissioner has by his communication dated 3.8.2001 already referred the dispute to the Industrial Court that the employees who are members of the petitioner union and as to whether they are considered to be permanent employees of respondent No. 4 and whether they are entitled to salary. The said communication was produced by the learned A.G.P. in this behalf. So the challenge of the petitioner union did not survive at this point.

5. Mr. K.S. Nanavati, learned sr. advocate with Mr. Keyur Gandhi, learned advocate for respondent No. 4 appeared and stated that it is not in dispute that the services of the contract workers had been retrenched, it is pointed out that by a letter dated 9.7.2001 the contractor had expressed his inability to continue to perform the contract, which was accepted by the company by its letter dated 10.7.2001 and the contractor retrenched the services of the contract workers by notice dated 11.7.2001 and simultaneously intimated the labour authorities. Thus, the services had already come to an end much prior to 23.7.2001 when the present petition was filed and 24.7.2001 on which date the interim relief has been granted.

5.1 In view of the aforesaid circumstances, the petition has become infructuous. The main relief seeking direction against the Conciliation Officer to proceed further with the demand need not be considered since not only the Conciliation Officer submitted the report but reference is already made. The second part of the main relief also cannot be considered in view of the fact that (i) the contract of respondent No. 5 has already come to an end, (ii) the contractor has retrenched the services of the contract labour employed by him and (iii) the company has not engaged any contractor but has allotted the work to his regular employees. In view of the same it has been submitted that the petition has become infructuous.

5.2 However, the learned counsel for the respondent stated that as regards contention of the petitioner union that though the petition has become infructuous, a lien should be created in favour of the contract workers and directions be given that in future, if the company decides to engage a contractor to do the work which the contract workers were doing under respondent No. 5, the contract workers concerned in this petition should be appointed. For that purpose, the learned counsel submitted for the respondent submitted that this relief cannot be granted in view of the Constitution Bench decision in the case of STEEL AUTHORITY OF INDIA LTD. VS. NATIONAL UNION WATER FRONT WORKERS & ORS. ETC. reported in JT 2001(7) SC 268. The learned counsel for the respondent has stated that in paragraph 100 at page 313 the Hon'ble Supreme Court has referred to the case of AIR INDIA STATUTORY CORPORATION & ORS. VS. UNITED LABOUR UNION & ORS. (JT 1996(11) SC 109) and in para 101 on page 314 the Hon'ble Supreme Court has observed thus:-

"For reasons we have given above, with due

respect to the learned judges, we are unable to agree with their reasoning and conclusions."

5.2.1 In sub-para (4) of paragraph No. 121 on page 321 the Hon'ble Supreme Court has further observed as follows:

"para 121(4) - We overrule the judgement of this court in Air India's case (supra) prospectively and declare that any direction issued by any Industrial adjudicator/any court including High Court, for absorption of contract labourer following the judgement in Air India's case (supra) shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgement in cases where such a direction has been given effect to and it has become final."

5.2.2 However, in paragraph No. 123 on page 322 the Hon'ble Supreme Court has observed thus:

"Para 123 - The order of the High Court at Calcutta, under challenge, in so far as it relates to holding that the West Bengal government is the appropriate government within the meaning of the CLRA Act, is confirmed but the direction that the contract labour shall be absorbed and treated on par with the regular employees of the appellants, is set aside. The appeals are accordingly allowed in part."

5.3 In view of the aforesaid judgement the learned counsel for the respondent submitted that the judgement in STEEL AUTHORITY OF INDIA LTD. (supra) nowhere provides that the contract workers shall have lien if the employer voluntarily decides to stop engaging contract workers and distributes its work amongst its existing regular employees. The contract workers would have a lien to get employment under a contractor if in future the employer again decides to engage a contractor to do that work. The Hon'ble Supreme Court was not concerned with that situation.

5.4 It is submitted that the said paragraph, namely, 121(6) (which has been relied upon by learned counsel for the petitioner) deals with a situation of issuance of notification under Section 10 prohibiting employment of contract labour but it does not create any lien in favour of the contract workers. It only provides that if the employer decides to recruit regular workers to do the

work, which the contract workers were doing. In the matter of recruitment preferences be given to the workers, if necessary by relaxing the criteria regarding age and qualifications. It does not create any lien. Therefore, reliance on this judgement is misplaced.

5.5 The learned counsel for the respondent stated that so far as the judgement in the matter of SURAT (HAZIRA) KAMDAR KARMCHARI UNION & ORS. VS. STATE OF GUJARAT reported in 40(2) GLR 1776 is concerned, it has been submitted that the court in that matter was concerned with a petition claiming that the State Government should make a reference to the Advisory Board under the Contract Labour (Regulation and Abolition) Act, 1970, for abolition or prohibition of contract labour system in the establishment of Essar Limited at Hazira. It was contended, relying on Air India Statutory Corporation judgement that if the Advisory Board recommends abolition or prohibition of contract labour system and acting on such recommendation, notification under Section 10 is issued. The contract workers concerned in the petition would be entitled to be absorbed in the direct employment of Essar and that their right of getting such absorption should not be prejudiced or jeopardized pending the petition. To protect this interest, the principal employer and contractors were restrained from terminating the services of the employees concerned in view of para 4 of that judgement. Pending the petition, reference was already made and therefore the petition became infructuous and therefore the question arose with respect to the interregnum i.e. pending the disposal of reference, the Board and decision of the State Government under Section 10 (see para 5). The workers contended that the interim relief which continued pending petition should be continued further and the status quo to be maintained. The contractors contended that the disposal of reference by the Advisory Board and the decision by the State Government would take time. Therefore, the contractor cannot be prevented from terminating the services on the ground of misconduct and cannot also be prevented from transferring the contract workers to other locations for administrative exigencies if the contractor is undertaking similar work in the establishment of other employers. The directions given in paragraphs Nos. 9 and 10 deal with the situation. So far as the workers who may be transferred by the contractor are concerned, the court has directed that in the event of a Notification under Section 10(b) issued in future and as a consequence thereof, the contractor's workers getting a right of direct absorption under the principal employer, the workers who are transferred

should not lose their right merely because their services are transferred by the contractor and are therefore not working under Essar Steel Ltd. (the principal contractor concerned), but working under the principal employer under their location and in these circumstances, directed that their interest be protected and that the contractor would incorporate in the order of transfer, a stipulation that the transferred employee will have a lien under the principal employer and in the event the reference is decided finally in favour of the employees, his right of absorption would remain intact.

5.6 It was further submitted that apart from the fact such a direction would not have been given, the matter is pending in appeal being Letters Patent Appeal Nos. 1299 of 1998, 1319 of 1998, 1321 of 1998 and 1324 of 1998. It has been submitted that the aforesaid direction is no precedent for the proposition with the petitioners have raised, namely, a claim for lien against a contractor that the company might engage in future to do the work which the company is getting done at present through its regular employees. In fact the observations which are apposite to the issue in question are in paragraph 10 of the judgement where the court was dealing with the case of workmen who were discontinued from service. The court has not created any lien in favour of these employees but has merely observed as follows:

> "It will be open to the applicant union or the employees to make necessary application and to place it on record before the Board and, in the event the Board is satisfied with respect to that finally, in its report the Board will make necessary recommendations." (para 10)

5.7 So far as the decision in the case of F.C.I. WORKERS' UNION VS. F.C.I. reported in 2001(1) GLH 90 is concerned, the court has nowhere given directions that the contract workers would have lien of the nature contended by the petitioner.

5.8 Learned counsel for the respondent further submitted that the judgements delivered by this court are based on the ratio of Air India Statutory Corporation's case (supra). Directions have been given to protect rights of the contractors workers under the Air India Statutory Corporation's case in the event of abolition of contract labour system. Since the ratio of the Air India Statutory Corporation's case is reversed by Steel Authority of India's case (supra), the very basis of the aforesaid two judgements is no longer good and the

aforesaid two cases cannot be treated as precedent before this court.

5.9 The learned counsel for the respondent has relied on the decision in the case of BHARTIYA KARMACHARI SANGH VS. OIL & NATURAL GAS CORPORATION LTD. & ORS. reported in (2001) 42(2) G.L.R. 1057. The learned judge in that case after referring to the decision in the case of SURAT (HAZIRA) KAMDAR KARMCHARI UNION VS. STATE OF GUJARAT, 1999(2) GLR 1776 and the decision in the case of AIR INDIA STATUTORY CORPORATION VS. UNITED LABOUR UNION, AIR 1997 SC 645, in paragraph 8 on page 1061 has observed as under:-

"The petitioners have taken no steps either for prohibition of employment of contract labour or to raise an industrial dispute demanding appropriate relief. The petitions are raising disputed questions of fact and the main relief of a writ in the nature of mandamus directing the O.N.G.C., to absorb the employees concerned as permanent employees cannot be directly granted in the facts and circumstances discussed hereinabove. This Court would not, in exercise of its extraordinary jurisdiction under Art. 226 of the Constitution, interject at a critical stage when the contract between the principal employer and the contractor is coming to an end and when the employees approach it with the prayer for continuation of their employment without any foundation in facts and purely on the basis of abstract legal principles and precedents cited out of their context. As observed by the Hon'ble Supreme Court in Air India Statutory Corporation (supra) the finding that the workmen were engaged in violation of the provisions of the Act or were continued as contract labourers despite prohibition of the contract labour under Section 10(1), is necessary before the High Court may discharge its constitutional duty of enforcing law by appropriate directions. In the facts of the present cases, the prayers are based upon the premises that the work and the category of the employees concerned are covered by the Notification dated 8.9.1994 under the Act and that the contract between the principal employer and the contractor is ending on 14.10.2000 and the workmen concerned are supposed to be shifted, after their stint at the O.N.G.C. to other plants under the contractor. The principal employer proposes to man the E.T.P. by its own regularly

recruited work-force. Under such circumstances, the main relief of absorption would not be available to the petitioners in these petitions. And a petition cannot be entertained only for the grant of interim relief when the main relief cannot be granted to the petitioner."

5.10 The learned counsel has also relied on the decision in the case of STATE OF ORISSA VS. MADAN GOPAL reported in AIR 1952 SC 12 in which at para 6 the Hon'ble Supreme Court has held as under:

"In our opinion Art. 226 cannot be used for the purpose of giving interim relief as the only and final relief on the application as the High Court has purported to do. The directions have been given here only to circumvent the provisions of Sec. 80, Civil P.C. and in our opinion that is not within the scope of Art. 226. An interim relief can be granted only in aid of and as ancillary to the main relief which may be available to the party on final determination of his rights in a suit or proceeding. If the court was of opinion that there was no other convenient or adequate remedy open to the petitioners, it might have proceeded to investigate the case on its merits and come to a decision as to whether the petitioners succeeded in establishing that there was an infringement of any of their legal rights which entitled them to do a writ of mandamus or any other directions of a like nature; and pending such determination it might have made a suitable interim order for maintaining the status quo ante. But when the court declined to decide on the rights of the parties and expressly held that they should be investigated more properly in a civil suit, it could not, for the purpose of facilitating the institution of such suit, issue directions in the nature of temporary injunctions, under Art. 226 of the Constitution. In our opinion, the language of Art. 226 does not permit such an action."

5.10(a) The ratio has been reaffirmed by the Supreme Court in the matter of SHIV SHANKER reported in 1995 (Supp) (2) SCC 726. The question of continuing any interim relief does not arise.

5.11 The learned counsel for the respondent has

further stated that in any case interim relief or arrangement which the petitioners are seeking, namely, creation of lien is not even prayed for in the petition. There is neither factual nor legal foundation in the petition. The question of granting the relief which is neither pleaded nor prayed for in the petition cannot arise.

5.12 The learned counsel for the respondent further submitted that the petitioner cannot get any relief against a person who is not before the court and in fact even in not existence. The petitioner wanted a relief against a contractor that may be engaged in future by the company, such contractor might have his own reasons not to take these contractors' workers in the service. He might have his own work force. In law, the contractor's workers concerned in the petition have no legal or statutory right on such contractors as may be appointed by the company in future. Even in common law, such right does not exist. Such relief therefore cannot be given.

5.13 The learned counsel for the respondent further submitted that in the matter of A.P. Dairy Dev. Corpn. (1989) 58 FLR 685, the High Court of Andhra Pradesh has held that in exercise of writ jurisdiction, the High Court cannot direct employers to impose conditions on successive contractors to engage the concerned contract labours. That was the case where reference to Advisory Board under the Contract Labour (Regulation and Abolition) Act was made.

5.14 It was therefore submitted that what relief the workers should get in the event of the reference is being decided in their favour is a matter within the exclusive jurisdiction and discretion of the Industrial Tribunal. This court cannot pre-empt the exercise of that jurisdiction by another competent judicial forum by giving direction in this proceedings to bind the industrial Tribunal before which the reference is pending.

6. I have considered the submissions made by Ms. Sangeeta Pahwa, learned counsel for the petitioner, particularly judgement of this court in the case of Surat (Hazira) Kamdar Karmchari Union (supra) and F.C.I. Workers' Union (supra). I have also considered the submissions of learned senior counsel Mr. K.S. Nanavati particularly judgement of Constitution Bench of the Hon'ble Supreme Court in Steel Authority of India Ltd. (supra) and the submissions made by him explaining the judgement of the Surat (Hazira) Kamdar Karmchari Union

(supra) and F.C.I. Workers' Union (supra). I see considerable force in the submissions of the learned counsel for the respondent Company that both the judgements in the cases of Surat (Hazira) Kamdar Karmchari Union (supra) and F.C.I. Workers' Union (supra) are based on the decision of the Hon'ble Supreme Court in the case of Air India Statutory Corporation & Ors. (supra). However, in Steel Authority of India Ltd. (supra) the Constitution Bench of the Hon'ble Supreme Court has overruled the judgement of Air India Ltd. and therefore the judgement given by the learned Single Judge based on the judgement of the Hon'ble Supreme Court in the case of Air India Statutory Corporation (supra) is no longer a good law. It is no doubt true that against the judgement of the learned Single Judge, Letters Patent Appeals is filed and the same is pending but in my view after the judgement of the Hon'ble Supreme Court in the case of Steel Authority of India Ltd., judgement in case of Bhartiya Karmachari Sangh (supra) of this court and the judgement in the case of State of Orissa Vs. Madan Gopal (supra), I am of the view that the relief which the petitioners workmen desire to obtain from this court may not be available to them. I have extracted the necessary ratio laid down by the Hon'ble Supreme Court in the earlier paragraphs and therefore I am of the view that the submissions made by the learned counsel for the respondent Company are required to be accepted and the submissions of the learned counsel for the petitioner are required to be rejected.

6.1 In view of the above, the Civil Application for vacating interim relief is allowed. It is no doubt true that the Letters Patent Appeals are pending but in my view, no useful purpose would be served in keeping the this matter pending in view of the judgement of the Constitution Bench of the Hon'ble Supreme Court in the case of Steel Authority of India Ltd. (supra).

7. In the result the Special Civil Application is rejected. The Civil Application for vacating interim relief is allowed. Interim relief granted by this court on 25.7.2001 is vacated.

(K.M. MEHTA, J)

(pkn)